



Filing Receipt

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Thomas J. Yamin, P.E.
Director
Regulatory Transmission and Planning

July 24, 2024

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

RE: Subject: Project No. 35077–Oncor Electric Delivery Company’s Transmission Contract Filing Pursuant to Subst. Rule 25.195(h)

Find attached the Fifth Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Canadian Breaks, LLC (Canadian Breaks Wind) (13INR0026), dated June 27, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Yamin". The signature is written in a cursive, flowing style.

Thomas J. Yamin, P.E.
Director

ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT

Canadian Breaks Wind

GINR 13INR0026

Amendment No. 5

AMENDMENT NO. 5
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GIR 13INR0026 – CANADIAN BREAKS WIND

This Amendment No. 5 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement dated May 20, 2016, as amended (“Agreement”), is made and entered into the 26th day of June 2024, between Oncor Electric Delivery Company LLC (“Transmission Service Provider”, or “TSP”) and Canadian Breaks, LLC (“Generator”), both hereinafter referred to as the “Parties.” In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

WHEREAS, the Generator notified TSP of a change in the design of the GIF as contemplated in the Original Agreement and whereby Generator will directly connect with a third-party's electrical load at the Plant;

WHEREAS, third-party's electrical load with a peak demand of up to 206-MW (approximately) plans to phase in an in-service period commencing in the fourth quarter of 2024;

WHEREAS, such change in the design of the GIF requires the TSP to submit a revised EPS Metering Design Proposal to ERCOT and the Generator to submit a revised Resource Asset Registration Form (“RARF”);

WHEREAS, TSP has performed the necessary interconnection studies for the requested load addition, and no additional facilities or changes to the existing system protection schemes were identified as necessary to accommodate the large load project; and

THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. This Amendment shall only be effective upon the completion of the Large Load addition, notice of which shall be provided by Generator to TSP.
2. ARTICLE 10. MISCELLANEOUS to the Agreement is hereby supplemented with the following language:

10.22 Representations and Restrictions on Certain Foreign Ownership and Affiliation. Generator represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

3. Exhibit “B” attached to the Agreement, Time Schedule of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Large Load Section.

Large Load:

Expected In - Service Date(s):

51.39 MW – October 1, 2024

102.78 MW – October 15, 2024

154.17 MW – November 1, 2024

205.56 MW – November 15, 2024

205.56 MW – 2025

205.56 MW – 2026

205.56 MW – 2027

205.56 MW – 2028

205.56 MW – 2029

205.56 MW – 2030

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit “B”.

4. Items 4, and 5 of Exhibit “C” attached to the Agreement specify the number, size, and type of wind turbine generators existing prior to the Large Load as follows. These wind turbine generators were installed under the original Generator Interconnection request GIR No. 13INR0026. Items 4 and 5 of Exhibit “C” attached to the Agreement will be replaced with the following:

4. Number and size of Generating Units: Nominal 210.105 MW total Plant capacity comprised of 87 wind turbines rated at 2.415 MW each.

Item 4-a is added to Exhibit “C” attached to the Agreement to specify Load as follows:

- 4-a. Large Load Retail Customer located at the Canadian Breaks Wind Generation Station. Load serving feeders with a peak demand of

up to 206 MW (approximately) connect to the GIF 34.5-kV bus (the "Load Facilities").

Load:

Up to 206 MW at 0.95 PF

The Load Facilities will be connected to the Generator's Substation. The Load Facilities will not have a physical point of interconnection with TSP's facilities. (See attached One-Line Diagram in Attachment 1 to this Exhibit "C".)

5. Type of Generating Unit: Siemens 2.3-108 with power boost (2.415 MW) Wind Turbines

5. Item 12 of Exhibit "C" attached to the Agreement is hereby added as follows:

12. Supplemental Terms and Conditions:

- a) The Parties understand and agree that the Generator is not a TSP or a Transmission Distribution Service Provider for the Load Facilities.
- b) The Parties understand and agree that the TSP is not the Transmission Distribution Service Provider for the Load Facilities. TSP reserves the right to disconnect the TSP's Interconnection Facilities ("TIF") from the GIF if, during ERCOT Energy Emergency Alert conditions, the TSP identifies operation of the Load Facilities as inconsistent with an Energy Emergency Alert order issued by the ISO, ERCOT. This item addresses situations other than transmission constraints or impairments caused by continuation of transmission service to the GIF; it is to account for issues when there may not be any issue providing transmission service to the generator but when the behind-the-meter load is behaving in a way that could cause reliability concerns or other issues.
- c) Generator understands and agrees that if Generator facilitates the creation of, or in any way participates in, a behind-the-meter, private use network with an end-use retail load customer that is not owned by the same legal entity as Generator ("Retail Load"), whereby electricity produced by Generator is supplied to the Retail Load without first being supplied to the electric grid that is owned and operated by Oncor, then:

- i. Generator may only participate in such behind-the-meter, private use network with one end-use customer that purchases and ultimate consumes electricity and with no other electric power generation facility;
- ii. Oncor will install an ERCOT Polled Settlement (“EPS”) meter at the Generator’s point of interconnection to Oncor, pursuant to prevailing Oncor metering and construction requirements, standards and practices, that ERCOT will poll in order to determine the total amounts of electricity supplied both to the grid and obtained from the grid;
- iii. in anticipation of implementation of the processes described within this Section, Generator will supply ERCOT with a fixed percentage split, pursuant to ERCOT Protocol Section *10.3.2.1.6 Allocating EPS Metered Data to Generator Owners When It Is Net Load*, between the amount of electricity procured from the grid to serve electric load as consumed by the Generator, to the amount of electricity procured from the grid to serve electric load as consumed by Retail Load, with such fixed percentage split subject to change by Generator under such protocols, guides and other requirements as may be specified by ERCOT;
- iv. the Parties recognize that ERCOT will use the fixed percentage split provided by Generator to ERCOT to settle the wholesale market with respect to the total amount of electricity procured from the grid to serve Generator and Retail Load;
- v. Oncor will install a standard revenue meter, pursuant to prevailing Oncor metering and construction requirements, standards and practices, at a physical location that will be in close proximity to the point of consumption of electricity provided to Retail Load (“Retail Load Site”), or, for the same purpose, at a physical location that will be in close proximity to the point of consumption of electricity provided to Generator (“Generator Site”) if Oncor, Generator and Retail Load agree to the use of the Generator Site;
- vi. the Parties recognize that Oncor will provide delivery service invoices to the respective Retail Electric Providers (“REPs”) of Generator and Retail Load for, respectively, the actual electricity procured from the grid and consumed by the Generator and the Retail Load as determined by using the consumption information recorded directly by the EPS meter and the revenue meter;

- vii. the Parties recognize that the electricity consumption amounts contained in the retail delivery services billings by Oncor to the respective REPs for Generator and Retail Load, as described in paragraph (6), will almost certainly NOT match the consumption amounts derived from the percentage split utilized by ERCOT to settle the wholesale market, as described in paragraph (4), such that there will be a mismatch between the Oncor retail delivery services billings and the ERCOT wholesale market settlement; and
 - viii. in anticipation of implementation of the processes as described within this Section, Generator shall inform its REP, Retail Load, and, if possible, the REP for the Retail Load, of the likely discrepancies as set out in paragraph (7) of this Section.
- d) Agreement. The Generator will continue to own, to operate, and to maintain the GIF.
- e) Voltage, Frequency and Reactive Support:
- i. Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
 - ii. Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (“VRT”) capability.
 - iii. The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP’s system with such controls in service as required in the ERCOT Requirements. Generator shall notify the TSP at any such time that such controls are out of service as required in the ERCOT Requirements.
6. Attachment 1 to Exhibit “C”, One Line Diagram Deaf Smith 345 kV Switch attached to this Amendment is hereby added to the Agreement in lieu thereof.
7. Exhibit “D” attached to the Agreement, Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Section (e).
- (e) Large Load Retail Customer Information:

Company Name: Zephyr Infrastructure LLC
Attn: Legal Department
Address: 1101 Brickell Ave, Suite N-1500, Miami, FL 33131

Phone: (855) 488-8472
E-mail: legal@hut8.com

8. Exhibit "E" attached to the Agreement is deleted in its entirety and replaced with the Exhibit "E" attached hereto and made a part hereof.
9. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY
COMPANY, LLC

By: DocuSigned by:
Robert Holt
1A4F398A21AA462...

Name: Robert Holt

Title: Director, Transmission Services
Date: 6/27/2024 | 5:48:49 PM PDT

CANADIAN BREAKS LLC,
a Delaware limited liability company

By: CANADIAN BREAKS HOLDINGS, LLC
Its: Managing Member

By: CANADIAN BREAKS SPONSORCO, LLC
Its: Managing Member

By: Jaime Storrow

Name: Jaime Storrow
Title: Managing Officer

Date: 6/26/2024

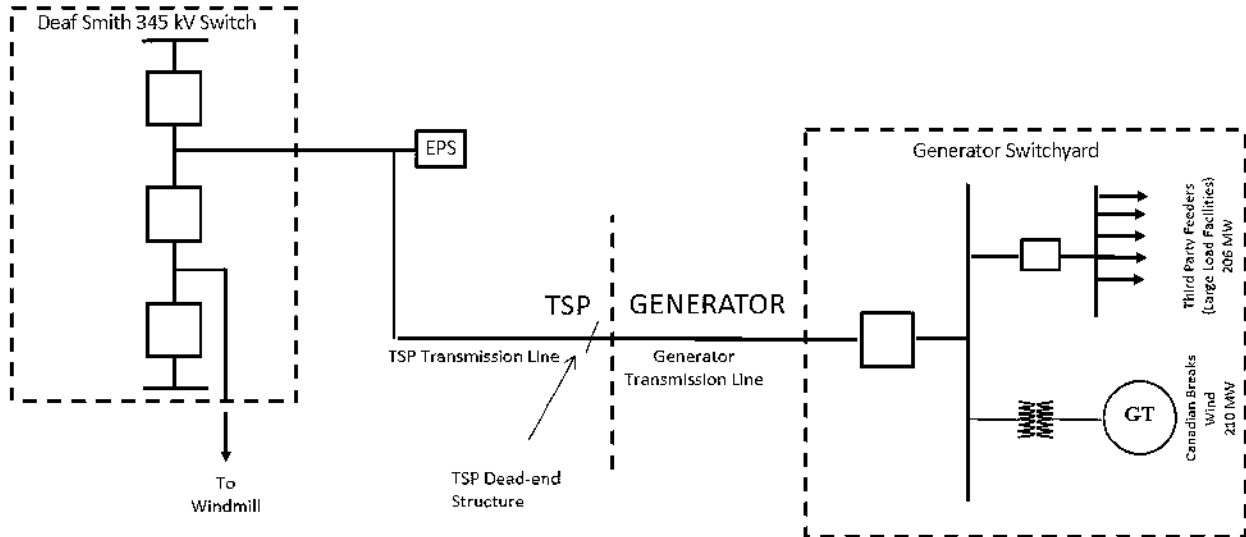
By: Olivier Langanier

Name: Olivier Langanier
Title: Managing Officer

Date: 6/26/2024

Attachment 1 to Exhibit "C"

ONE LINE DIAGRAM DEAF SMITH SWITCH



NOTE: This one-line diagram is for illustration only and shall not be used for purposes of design construction or operations.

Exhibit "E"
Security Arrangement Details

The TSP acknowledges that no material modifications to the TIF are needed to accommodate: i) the Generator's Plant upgrades pursuant to 13INR0026, or ii) the Generator's interconnection to the Load Facilities as detailed in this Agreement. As a result, a security instrument is not required for the TIF. In addition, Generator acknowledges that TSP, as of the date of this Agreement, has returned or otherwise released any security instrument previously held by TSP pursuant to the Original Agreement or any predecessors thereto.